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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 ZURU, LLC,

11 *Plaintiff,*

12 v.

13 MOOSE CREATIVE MANAGEMENT

14 PTY LTD, and MOOSE TOYS LLC,

15 *Defendants.*

Case No. 2:24-cv-07693 MWC

[PROPOSED] STIPULATED

PROTECTIVE ORDER

Chief Magistrate Judge

Karen L. Stevenson

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Defendants Moose Creative Management Pty Ltd and Moose Toys LLC (“Defendants”) and Plaintiff Zuru LLC (“Plaintiff”) (collectively “the Parties”) stipulate to and request that the Court enter the following Stipulated Protective Order:

1. BACKGROUND

A. PURPOSES AND LIMITATIONS

Disclosure and discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

The Parties agree to take care to limit any designation to specific material that qualifies under the appropriate standards below. To the extent it is practical to do so, the Designating Party must designate for protection only those parts of the material, documents, items, or oral or written communications that qualify.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things,

1 confidential business or financial information, information regarding confidential
2 business practices, or other confidential research, development, or commercial
3 information (including information implicating privacy rights of third parties),
4 product or service ideas, inventions, lists of, or information relating to, employees and
5 consultants including, but not limited to, the names, contact information, jobs,
6 compensation, and expertise of such employees and consultants, lists of, or
7 information relating to, suppliers and customers, price lists, pricing methodologies,
8 cost data, market share data, marketing plans, licenses, contract information, business
9 plans, financial forecasts, historical financial data, budgets, information otherwise
10 generally unavailable to the public, or which may be privileged or otherwise protected
11 from disclosure under state or federal statutes, court rules, case decisions, or common
12 law. Accordingly, to expedite the flow of information, to facilitate the prompt
13 resolution of disputes over confidentiality of discovery materials, to adequately
14 protect information the parties are entitled to keep confidential, to ensure that the
15 parties are permitted reasonable necessary uses of such material in preparation for and
16 in the conduct of trial, to address their handling at the end of the litigation, and serve
17 the ends of justice, a protective order for such information is justified in this matter.
18 It is the intent of the Parties that information will not be designated as confidential for
19 tactical reasons and that nothing be so designated without a good faith belief that it
20 has been maintained in a confidential, non-public manner, and there is good cause
21 why it should not be part of the public record of this case.

22 **2. DEFINITIONS**

23 2.1 Action: “Action” refers to the above litigation, *Zuru, LLC v. Moose*
24 *Creative Management Pty Ltd, and Moose Toys, LLC*, Civil Action No. 2:24-cv-
25 07693 MWC, pending in the United States District Court for the Central District of
26 California.

27 2.2 Challenging Party: A Party or Non-Party that challenges the designation
28 of information or items under this Order.

1 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for protection
3 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
4 Cause Statement.

5 (a) Highly Confidential Information – Attorney’s Eyes Only: Information
6 (regardless of how it is generated, stored or maintained) or tangible things that qualify
7 for protection under Federal Rule of Civil Procedure 26(c), and as specified above in
8 the Good Cause Statement, that the Designating Party has not publicly disclosed and
9 in good faith believes to contain highly confidential information that is not otherwise
10 publicly available, and that is so sensitive that its disclosure to a competitor could
11 result in significant competitive or commercial disadvantage, may be produced with
12 the designation “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY.”
13 Documents with this designation shall be viewed only by Outside Counsel of Record,
14 In House Counsel, or testifying expert(s) retained in this case who have been given
15 specific notice of this Order and have signed an agreement to be bound.

16 (b) Highly Confidential Information – Outside Counsel’s Eyes Only:
17 Information (regardless of how it is generated, stored or maintained) or tangible things
18 that qualify for protection under Federal Rule of Civil Procedure 26(c), and as
19 specified above in the Good Cause Statement, that the Designating Party has not
20 publicly disclosed and in good faith believes to contain highly confidential
21 information that is not otherwise publicly available, and that is so sensitive that its
22 disclosure to a competitor could result in significant competitive or commercial
23 disadvantage, may be produced with the designation “HIGHLY CONFIDENTIAL –
24 OUTSIDE COUNSEL’S EYES ONLY.” Documents with this designation shall be
25 viewed only by Outside Counsel of Record for the Parties or testifying expert(s)
26 retained in this case who have been given specific notice of this Order and have signed
27 an agreement to be bound.
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1 2.4 Counsel: Outside Counsel of Record and In House Counsel (as well as
2 their support staff).

3 2.5 Designating Party: A Party or Non-Party that designates information or
4 thing that it produces in disclosures or in responses to discovery as
5 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
6 ONLY,” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY.”
7 The Party or Non-Party designating information or things as “CONFIDENTIAL,”
8 “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY,” or “HIGHLY
9 CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” bear the burden of
10 establishing good cause for the confidentiality of all such information or items.

11 2.6 Disclosure or Discovery Material: All items or information, regardless
12 of the medium or manner in which it is generated, stored, or maintained (including,
13 among other things, testimony, transcripts, and tangible things), that are produced or
14 generated in disclosures or responses to discovery in this matter.

15 2.7 Expert: A person with specialized knowledge or experience in a
16 matter pertinent to the litigation who has been retained by a Party or its counsel to
17 serve as an expert witness or as a consultant in this Action.

18 2.8 In House Counsel: Attorneys who are employees of a party to this
19 Action. In House Counsel does not include Outside Counsel of Record or any other
20 outside counsel.

21 2.9 Non-Party: Any natural person, partnership, corporation, association, or
22 other legal entity not named as a Party to this action.

23 2.10 Outside Counsel of Record: Attorneys who are not employees of a party
24 to this Action but are retained to represent or advise a party to this Action and have
25 appeared in this Action on behalf of that party or are affiliated with a law firm which
26 has appeared on behalf of that party and includes support staff.

1 2.11 Party: Any party to this Action, including all its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.13 Professional Vendors: Persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.14 Protected Material: Any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEY’S
12 EYES ONLY, or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES
13 ONLY.” Unless the confidentiality designation is challenged and (a) the Court
14 decides such material is not entitled to protection as confidential; or (b) the
15 Designating Party withdraws its confidentiality designation in writing.

16 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18 **3. SCOPE**

19 The protections conferred by this Stipulation and Order cover not only
20 Protected Material (as defined above), but also (1) any information copied or extracted
21 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
22 Protected Material; and (3) any testimony, conversations, or presentations by Parties
23 or their Counsel that might reveal Protected Material.

24 Any use of Protected Material at trial shall be governed by the orders of the
25 trial judge. This Order does not govern the use of Protected Material at trial.

26 **4. DURATION**

27 4.1 Even after final disposition of this litigation, the confidentiality
28 obligations imposed by this Order shall remain in effect until a Designating Party

1 agrees otherwise in writing or a court order otherwise directs. Final disposition shall
2 be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
3 with or without prejudice; and (2) final judgment herein after the completion and
4 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
5 including the time limits for filing any motions or applications for extension of time
6 pursuant to applicable law.

7 **5. DESIGNATING PROTECTED MATERIAL**

8 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

9 Each Party or Non-Party that designates information or things for protection under
10 this Order must take care to limit any such designation to specific material that
11 qualifies under the appropriate standards. The Designating Party must designate for
12 protection only those parts of material, documents, things, or oral or written
13 communications that qualify so that other portions of the material, documents, items,
14 or communications for which protection is not warranted are not swept unjustifiably
15 within the ambit of this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations
17 that are shown to be clearly unjustified or that have been made for an improper
18 purpose (*e.g.*, to unnecessarily encumber the case development process or to impose
19 unnecessary expenses and burdens on other parties) may expose the Designating Party
20 to sanctions.

21 If it comes to a Designating Party's attention that information or items that it
22 designated for protection do not qualify for protection, that Designating Party must
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
25 this Order (*see, e.g.*, second paragraph of section 5.3(a) below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
27 under this Order must be clearly so designated before the material is disclosed or
28 produced.

1 5.3 Designation in conformity with this Order requires:

2 (a) For information in documentary form (*e.g.*, paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix at a minimum, the legend
5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), “HIGHLY
6 CONFIDENTIAL – ATTORNEY’S EYES ONLY” (hereinafter “HIGHLY
7 CONFIDENTIAL legend”), or “HIGHLY CONFIDENTIAL – OUTSIDE
8 COUNSEL’S EYES ONLY” (hereinafter “HIGHLY CONFIDENTIAL OCEO
9 legend”), to each page that contains protected material. If only a portion or portions
10 of the material on a page qualifies for protection, the Producing Party also must clearly
11 identify the protected portion(s) (*e.g.*, by making appropriate markings in the
12 margins).

13 A Party or Non-Party that makes original documents available for inspection
14 need not designate them for protection until after the inspecting Party has indicated
15 which documents it would like copied and produced. During the inspection and
16 before the designation, all of the material made available for inspection shall be
17 deemed “CONFIDENTIAL” and/or “HIGHLY CONFIDENTIAL – ATTORNEY’S
18 EYES ONLY” and/or or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S
19 EYES ONLY.” After the inspecting Party has identified the documents it wants
20 copied and produced, the Producing Party must determine which documents, or
21 portions thereof, qualify for protection under this Order. Then, before producing the
22 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
23 and/or “HIGHLY CONFIDENTIAL” legend and/or “HIGHLY CONFIDENTIAL
24 OCEO”, as appropriate, to each page that contains Protected Material. If only a
25 portion or portions of the material on a page qualifies for protection, the Producing
26 Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
27 markings in the margins).

1 (b) For testimony given in depositions, that the Designating Party identify
2 the Disclosure or Discovery Material on the record, before the close of the deposition,
3 all protected testimony.

4 (c) For information produced in some form other than documentary and
5 for any other tangible things, that the Producing Party affix in a prominent place on
6 the exterior of the container or containers in which the information is stored the legend
7 “CONFIDENTIAL” and/or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
8 ONLY” and/or or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES
9 ONLY.” If only a portion or portions of the information warrants protection, the
10 Producing Party, to the extent practicable, shall identify the protected portion(s).

11 5.4 Inadvertent Failures to Designate. If timely corrected, an inadvertent
12 failure to designate qualified information or items does not, standing alone, waive the
13 Designating Party’s right to secure protection under this Order for such material.
14 Upon timely correction of a designation, the Receiving Party must make reasonable
15 efforts to assure the material is treated in accordance with the provisions of this Order.

16 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
18 designation of confidentiality at any time that is consistent with the Court’s
19 Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
21 resolution process under Local Rule 37.1 *et seq.*

22 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a
23 joint stipulation pursuant to Local Rule 37-2.

24 6.4 The burden of persuasion in any such challenge proceeding shall be on
25 the Designating Party. Frivolous challenges, and those made for an improper purpose
26 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
27 expose the Challenging Party to sanctions. Unless the Designating Party has waived
28 or withdrawn the confidentiality designation, all Parties shall continue to afford the

1 material in question the level of protection to which it is entitled under the Producing
2 Party's designation until the Court rules on the challenge.

3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this
6 Action only for prosecuting, defending, or attempting to settle this Action. Such
7 Protected Material may be disclosed only to the categories of persons and under the
8 conditions described in this Order. When the Action has been terminated, a Receiving
9 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a secure manner that ensures that access is limited to the persons
12 authorized under this Order.

13 7.2 Disclosure of "CONFIDENTIAL" Information or Things. Unless
14 otherwise ordered by the Court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated
16 "CONFIDENTIAL" only to:

17 (a) The Receiving Party's Outside Counsel of Record in this Action, as
18 well as employees of said Outside Counsel of Record to whom it is reasonably
19 necessary to disclose the information for this Action;

20 (b) The officers, directors, and employees (including House Counsel) of
21 the Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom
23 disclosure is reasonably necessary for this Action and who have signed the
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (d) The Court and its personnel;

26 (e) Court reporters and their staff;

1 (f) Professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) The author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) During their depositions, witnesses, and attorneys for witnesses, in the
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing Party
8 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
9 not be permitted to keep any confidential information unless they sign the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
11 agreed by the Designating Party or ordered by the court. Pages of transcribed
12 deposition testimony or exhibits to depositions that reveal Protected Material may be
13 separately bound by the court reporter and may not be disclosed to anyone except as
14 permitted under this Stipulated Protective Order; and

15 (i) Any mediator or settlement officer, and their supporting personnel,
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
18 ONLY” Information or Things. Unless otherwise ordered by the Court or permitted
19 in writing by the Designating Party, a Receiving Party may disclose any information
20 or thing designated “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY”
21 only to:

22 (a) The Receiving Party’s Counsel in this Action, as well as employees of
23 said Outside Counsel of Record to whom it is reasonably necessary to disclose the
24 information for this Action;

25 (b) Experts (as defined in this Order) of the Receiving Party to whom
26 disclosure is reasonably necessary for this Action and who have signed the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

28 (c) The Court and its personnel;

(d) Court reporters and their staff;

(e) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(g) During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing Party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(h) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.4 Disclosure of “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” Information or Things. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or thing designated “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” only to:

(a) The Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

- 1 (c) The Court and its personnel;
- 2 (d) Court reporters and their staff;
- 3 (e) Professional jury or trial consultants, mock jurors, and Professional
- 4 Vendors to whom disclosure is reasonably necessary for this Action and who have
- 5 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 6 (f) The author or recipient of a document containing the information or a
- 7 custodian or other person who otherwise possessed or knew the information;
- 8 (g) During their depositions, witnesses, and attorneys for witnesses, in the
- 9 Action to whom disclosure is reasonably necessary provided: (1) the deposing Party
- 10 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
- 11 not be permitted to keep any confidential information unless they sign the
- 12 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
- 13 agreed by the Designating Party or ordered by the court. Pages of transcribed
- 14 deposition testimony or exhibits to depositions that reveal Protected Material may be
- 15 separately bound by the court reporter and may not be disclosed to anyone except as
- 16 permitted under this Stipulated Protective Order; and
- 17 (h) Any mediator or settlement officer, and their supporting personnel,
- 18 mutually agreed upon by any of the parties engaged in settlement discussions.

19

20 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**

21 **PRODUCED IN OTHER LITIGATION**

22 If a Party is served with a subpoena or a court order issued in other litigation

23 that compels disclosure of any information or things designated in this Action as

24 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES

25 ONLY,” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY”

26 that Party must:

- 27 (a) Promptly notify in writing the Designating Party. Such notification
- 28 shall include a copy of the subpoena or court order;

1 (b) Promptly notify in writing the party who caused the subpoena or order
2 to issue in the other litigation that some or all of the material covered by the subpoena
3 or order is subject to this Protective Order. Such notification shall include a copy of
4 this Stipulated Protective Order; and

5 (c) Cooperate with respect to all reasonable procedures sought to be
6 pursued by the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served with
8 the subpoena or court order shall not produce any information designated in this action
9 as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES
10 ONLY,” or “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY”
11 before a determination by the court from which the subpoena or order issued, unless
12 the Party has obtained the Designating Party’s permission. The Designating Party
13 shall bear the burden and expense of seeking protection in that court of its confidential
14 material and nothing in these provisions should be construed as authorizing or
15 encouraging a Receiving Party in this Action to disobey a lawful directive from
16 another court.

17 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
18 **PRODUCED IN THIS LITIGATION**

19 9.1 The terms of this Order are applicable to information produced by a Non-
20 Party in this Action and designated as “CONFIDENTIAL,” “HIGHLY
21 CONFIDENTIAL – ATTORNEY’S EYES ONLY,” Or “HIGHLY
22 CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY.” Such information
23 produced by Non-Parties in connection with this litigation is protected by the
24 remedies and relief provided by this Order. Nothing in these provisions should be
25 construed as prohibiting a Non-Party from seeking additional protections.

26 9.2 In the event that a Party is required, by a valid discovery request, to
27 produce a Non-Party’s confidential information in its possession, and the Party is
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1 subject to an agreement with the Non-Party not to produce the Non-Party's
2 confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-Party
4 that some or all of the information requested is subject to a confidentiality agreement
5 with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably
8 specific description of the information requested; and

9 (3) make the information requested available for inspection by the
10 Non-Party, if requested.

11 9.3 If the Non-Party fails to seek a protective order from this court within 14
12 days of receiving the notice and accompanying information, the Receiving Party may
13 produce the Non-Party's confidential information responsive to the discovery request.
14 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
15 any information in its possession or control that is subject to the confidentiality
16 agreement with the Non-Party before a determination by the court. Absent a court
17 order to the contrary, the Non-Party shall bear the burden and expense of seeking
18 protection in this court of its Protected Material.

19 **10. USE OF ARTIFICIAL INTELLIGENCE WITH PROTECTED**
20 **MATERIAL**

21 10.1 Any Receiving Party and their Experts and Professional Vendors in
22 possession of Protected Material shall not submit any of those Protected Materials,
23 including but not limited to text files or summaries of said Protected Material to any
24 open Generative Artificial Intelligence (AI) tool that is available to the public (e.g.,
25 ChatGPT or Gemini), so that the Protected Material is not further disclosed or used in
26 a manner inconsistent with this Order.

27 10.2 Providing Protected Material to an open Generative AI tool is considered
28 disclosure to a Non-Party under the terms of this Order

1 10.3 Any Receiving Party and their Experts and Professional Vendors that
2 submits such Protected Material to a closed Generative AI tool (e.g., a tool owned or
3 licensed by such Party or is otherwise not available to the general public, including,
4 but not limited to CoCounsel, Lexis+ AI, or CoPilot) must ensure the Generative AI
5 tool's settings:

6 (1) Prevent it from disclosing Protected Material to any Non-Party,
7 including, but not limited to other users or developers of the Generative AI tool;

8 (2) Prevent it from learning from the Protected Material to fine-tune
9 itself or for other purposes; and

10 (3) Allow for the deletion or destruction of any Protected Material
11 supplied to it or contained in responses generated by it.

12 10.4 Providing Protected Material to a closed generative AI tool that cannot be set
13 to prevent disclosure to Non-Parties or to delete or otherwise destroy information
14 submitted to it or generated by it is considered disclosure to a Non-Party under the
15 terms of this Order.

16 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

17 11.1 If a Receiving Party learns that, by inadvertence or otherwise, it has
18 disclosed Protected Material to any person or in any circumstance not authorized
19 under this Stipulated Protective Order, the Receiving Party must immediately
20 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its
21 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
22 the person or persons to whom unauthorized disclosures were made of all the terms
23 of this Order, and (d) request such person or persons to execute the "Acknowledgment
24 and Agreement to Be Bound" that is attached hereto as Exhibit A.

25 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
26 **PROTECTED MATERIAL**

27 12.1 When a Producing Party gives notice to Receiving Parties that certain
28 inadvertently produced material is subject to a claim of privilege or other protection,

the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court. Inadvertent production of confidential material prior to its designation as such in accordance with this Order shall not be deemed a waiver of a claim of confidentiality. Any such error shall be corrected within a reasonable time.

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

13.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

14. FINAL DISPOSITION

14.1 After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As

1 used in this subdivision, “all Protected Material” includes all copies, abstracts,
2 compilations, summaries, and any other format reproducing or capturing any of the
3 Protected Material. Whether the Protected Material is returned or destroyed, the
4 Receiving Party must submit a written certification to the Producing Party (and, if not
5 the same person or entity, to the Designating Party) by the 60 day deadline that
6 (1) identifies (by category, where appropriate) all the Protected Material that was
7 returned or destroyed, (2) affirms that the Receiving Party has not retained any copies,
8 abstracts, compilations, summaries or any other format reproducing or capturing any
9 of the Protected Material, and (3) affirms that the Receiving Party and their Experts
10 and Professional Vendors has used best efforts to destroy all Protected Material
11 supplied to, accessed by, otherwise disclosed to, or contained in any responses
12 generated by any Generative AI tool the Receiving Party used and that all such
13 Protected Material has been destroyed to the extent practical. Notwithstanding this
14 provision, Counsel is entitled to retain an archival copy of all pleadings, motion
15 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
16 deposition and trial exhibits, expert reports, attorney work product, and consultant
17 and expert work product, even if such materials contain Protected Material. Any such
18 archival copies that contain or constitute Protected Material remain subject to this
19 Protective Order as set forth in Section 4 (DURATION).

20 **15. VIOLATIONS**

21 15.1 Any violation of this Order may be punished by any and all appropriate
22 measures including, without limitation, contempt proceedings and/or monetary
23 sanctions.
24
25
26
27
28

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2
3 DATED: July 11, 2025

FOLEY & LARDNER LLP

6 By: /s/ *Jean-Paul Cirdullo*

7 Jean-Paul Cirdullo

8 Attorneys for Plaintiff

9 Zuru, LLC

10 DATED: July 11, 2025

DAY PITNEY, LLP

12 By: /s/ *Cait Barrett*

13 Cait Barrett

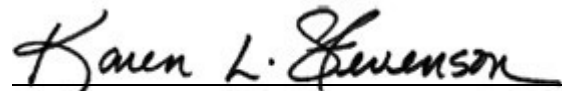
14 Attorneys for Defendants

15 MOOSE CREATIVE MANAGEMENT

16 PTY LTD, AND MOOSE TOYS LLC

17
18 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

19
20
21 DATED: July 16, 2025



22 HON. KAREN L. STEVENSON

23 CHIEF U.S. MAGISTRATE JUDGE

EXHIBIT A TO STIPULATED PROTECTIVE ORDER
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
[date] in the case of *Zuru, LLC v. Moose Creative Management Pty Ltd, and Moose
Toys, LLC*, Civil Action No. 2:24-cv-07693 MWC. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action
or any proceedings related to enforcement of this Stipulated Protective Order.

Printed name: _____

Signature: _____

Date: _____

City and State where sworn and signed: _____